

PARTNERSHIP AGREEMENT

WHEREAS Torsten H. Reenstierna of Arlington, Middlesex County, Commonwealth of Massachusetts, and Alfred P. Tropeano, of Lexington, in said County and Commonwealth, are co-partners under an agreement dated January 5, 1955, and the owners of certain lands situated in said Lexington, and being the land referred to in said partnership as "Partnership A"; and

WHEREAS Torsten H. Reenstierna is desirous of selling his interest in said land, and Wilbur C. Nylander, of Belmont, Louis Tropeano, Joseph C. Tropeano and Philip L. Tropeano, all of said Lexington, are desirous of purchasing the said Reenstierna's interest;

NOW, THEREFORE, THIS PARTNERSHIP AGREEMENT.

This partnership agreement is made on this 9 day of January, 1964.

1. Alfred P. Tropeano, Wilbur C. Nylander, Louis Tropeano, Joseph C. Tropeano and Philip L. Tropeano will become and remain partners in the business of acquiring the title to the land situated at the intersection of Waltham Street and Worthen Road, in said Lexington, and to construct apartments on said land, for the term of thirty years from the date hereof.

2. The firm name of the partnership shall be "Captain Parker Arms".

3. The business of the partnership shall be carried on in the Town of Lexington, Middlesex County, Commonwealth of Massachusetts, and at such other place or places as the partners shall hereinafter determine.

4. In order to dispense with the necessity of obtaining signatures of the partners' respective wives and of all of the partners' signatures to deeds, mortgages, leases and other documents, the title to the real estate

shall be taken in the name of the partners' nominee, and in accordance with G. L. Chapter 108A, Section 10 (4), namely, Wilbur C. Nylander and Alfred P. Tropeano, Trustees of the T & N Realty Trust under a Declaration of Trust dated June 26, 1962, which Trust has not been recorded and has no present assets and is to be amended by the Trustees thereof to designate that they will hold the real estate in trust for the benefit of this partnership. The said Wilbur C. Nylander and Alfred P. Tropeano by signing this Agreement of partnership covenant and agree that they will not acquire any other property in the name of said Trust excepting that which pertains to this partnership and that they will not further amend said Trust to designate any beneficiaries other than this partnership.

5. All net income to the Trust and all losses resulting to the Trust or any deficiencies shall be borne by the partners in the following percentages: Alfred P. Tropeano - 40% - Wilbur C. Nylander, Louis Tropeano, Joseph C. Tropeano, and Philip L. Tropeano - 15% each.

6. The parties hereto agree that in the event any lending institution requires personal signatures on any mortgage note or mortgage deed that he will affix his signature to such documents.

7. All applicable provisions and sections of General Laws Chapter 108A of the Commonwealth of Massachusetts are herein incorporated by reference and made a part hereof.

Alfred P. Tropeano  
Alfred P. Tropeano

Wilbur C. Nylander  
Wilbur C. Nylander

Louis Tropeano  
Louis Tropeano

Joseph C. Tropeano  
Joseph C. Tropeano

Philip L. Tropeano  
Philip L. Tropeano